purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

B. P. RAMAKRISHNAN,
District Forest Officer.

SHIMOGA FOREST DIVISION.

SALE OF TIMBER AND SAWN MATERIALS.

Notification dated 10th February 1939.

It is hereby notified for general information that the undermentioned kinds and quantities of timber will be sold by public auction under the following conditions at the following depots by the District Forest Officer, Shimoga Division, or any other Officer deputed by him on the date noted against each depot.

Name of Depot	Kind	Quantity	Date of sale
1. Saw Mill, Shimoga ..	*(a) Sawn Materials.*		
	Teak rafters and planks ..	6,000 C.ft.	Monday, the 13th March 1939 at 9 A.M. to 12 A.M. and 2 to 5 P.M.
	Beete do do ..	1,000 ,,	Do
	Honne do do ..	1,000 ,,	Do
	Nandi do do ..	1,500 ,,	Do
	Other kinds do do ..	8,500 ,,	Do
	Total ..	18,000 C.ft.	
	Teak reepers	35,000 R.ft.	Do
	Other kinds (reepers) ..	10,000 ,,	Do
	Teak spokes	3,000 No.	Do
	Do felloes	100 ,,	Do
	(b) Kiln seasoned Planks.		
	White cedar	100 C.ft.	Do
	Hebbahalasu	200 ,,	Do
	Beete	200 ,,	Do
	Other kinds	200 ,,	Do
	(c) Ascu treated Rafters.		
	Dhuma	800 C.ft.	Do
	Jungle wood	500 ,,	Do
2. Timber Depot, Shimoga	Teak logs	5,000 ,,	Tuesday, the 14th March 1939 at 9 A.M.
	Beete logs	2,000 ,,	Do
	Honne logs	5,000 ,,	Do
	Matti logs	5,000 ,,	Do
	Nandi logs	20,000 ,,	Do
	Other kinds logs	25,000 ,,	Do
	Total ..	62,000 C.ft.	

N.B.—The quantities noted are approximate.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber not exceeding Rs. 200 in value, this deposit will not be insisted upon, provided that the full purchase money is paid in cash on the spot.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. The sale is subject to the confirmation of the Conservator of Forests if the amount exceeds Rs. 1,000.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter, on account of loss from resale, shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Act. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In case of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price, as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of Land Revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within thirty days after the date of sale or within fifteen days after the date of the notice of confirmation of the sale, whichever is later. In case of purchases of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000, provided the full value is paid not later than 15th May 1939. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser, in the manner prescribed, for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, including the 10 per cent deposit paid for the lot at the time of the sale, and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed, as early as possible, and in no case should it be allowed to remain longer than 90 days after 30th June 1939. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

13. Interest will be charged on all belated payments from the date of their falling due up to the date of payment at 6¼ per cent per annum.

Notification dated 10th February 1939.

It is hereby notified for general information that sealed tenders will be received by the District Forest Officer, Shimoga, up to 2 P.M. on Wednesday the 15th March 1939 for the purchase of the following kinds

and quantities of Bamboos from the following forests of Shimoga Division during the Calendar years of 1939 and 1940 from the date of acceptance of tender up to 31st December 1940.

Range	Name of Forest	Description of Block	Minimum quantity to be purchased	
			Big bamboos	Small bamboos
1. Sacrebyle ..	Sacrebyle ..	Whole Forest ..	50,000	1,00,000
2. Shankar ..	Shankar ..	Do ..	20,000	1,00,000
3. Ayanur ..	Kumsi ..	Do ..	....	10,000
4. Hanagere ..	Hanagere ..	Hanagere E. F. S. ..	20,000	....
	Kudi ..	Whole Forest ..	....	20,000
5. Ripponpet ..	Masrur ..	Do ..	10,000	20,000
	Harohitlu ..	Do ..	10,000	....

1. The tenders should be addressed to the District Forest Officer, Shimoga Division, Shimoga, and should be accompanied with a deposit of Rs. 100 (one hundred only) in the form of "Currency Note" and a Solvency Certificate under the Thangadi Sale rules. The deposit thus paid will be treated as security deposit for the due fulfilment of the tender conditions in the case of successful tenderers and the deposits of others will be repaid to them by means of cheques.

2. The rate to be quoted should be per 1,000 bamboos.

3. The power to accept or reject any tender rests entirely with the Conservator of Forests, Shimoga, who does not bind himself to accept the highest or any tender.

4. Within a week from the date of receipt of intimation regarding the acceptance of his tender, the successful tenderer shall pay 50 per cent of the total sale amount, together with Local Cess at 0-1-0 per rupee, Education Cess at 0-0-6 per rupee, and Railway Cess at 0-0-3 per rupee on the entire sale amount and shall execute an agreement on a stamped paper of proper value, accepting the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked departmentally at his risk. He will be liable for the loss, if any, that may result by such resale or departmental working, which will be recoverable from him as arrears of Land Revenue, but shall not participate in any gain. The balance of 50 per cent of the sale amount shall be paid on or before the 1st January 1940.

5. The security deposit or the balance thereof as may remain over, shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

(*a*) That the bamboos shall be collected or stored outside the Block at such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check, by him, and after a permit to remove is issued. Removal without such permit will be an offence to be dealt with according to Law.

(*b*) That the purchaser shall not cut bamboos outside the limits of the block to which the lease refers and not exploit immature clumps less than three years old.

(*c*) That the lessee will be personally responsible for the acts of his agents, servants or coolies employed in the cutting, collection and removal of bamboos and for preventing the cutting of clumps under two years by himself, his agents, servants or coolies.

(*d*) That he shall not sublet the contract to anybody or appoint any agent to work for him except with the written sanction of the District Forest Officer.

(*e*) That he shall have no right whatsoever over the block and over the bamboos paid for but left unremoved in any of the blocks after 31st December 1940.

(*f*) That he shall accept the minimum quantity fixed in the Notification as available in the block concerned and shall have no claim on the department for any deficit that may be found. If he removes any quantity above the minimum fixed within the lease period, he shall pay for the excess quantity at auction sale rates together with cesses thereon.

(*g*) That he shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting station.

(*h*) That he shall abide by the rules of the department as regards kindling of fires and shall hold himself responsible for any forest offences committed by him, his agents, employees or workmen.

(*i*) That he or his men shall not enter the forest after sunset and before sunrise.

(*j*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of bamboos removed and shall keep it open for the examination of Forest Officer above the grade of Guards.

(*k*) That he understands that the sale does not prohibit the issue of retail licenses at the seigniorage rates or the exercise by the villagers of their rights in the Forests.

(*l*) That he understands that the sale does not prevent the department from extraction of bamboos that may be required for supply to the Mysore Paper Mills, Ltd.

(*m*) That for the breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter, may, after issuing to the contractor a notice of cancellation of contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause 3 *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

(*n*) Interest at 6¼ per cent will be recovered on all overdue payments.

P. KRISHNASWAMI RAO,
District Forest Officer.